

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
LOS ANGELES POLICE DEPARTMENT
AND
LOYOLA MARYMOUNT UNIVERSITY

ARTICLE 1-PURPOSE

This Memorandum of Understanding (MOU) is entered into by and between the Los Angeles Police Department (LAPD) and Loyola Marymount University (LMU) pursuant to state and federal law, including California Education Code Section 67381. The purpose of this MOU is to establish the respective duties of LMU and LAPD relating to the investigation and reporting of crimes on and around the LMU Campus. The LMU Campus is collectively comprised of LMU's Westchester Campus located at 1 LMU Drive, Los Angeles, California 90045 and Loyola Law School (LLS) located at 919 Albany Street, Los Angeles, California 90015.

This MOU is intended to enhance the safety of students, employees, visitors, and the residents in the surrounding community; establish a protocol for the reporting of and coordinated response to criminal activity, including sexual violence occurring at LMU; ensure that investigations of such crimes are comprehensive; facilitate the prosecution of criminal offenders; provide support to crime victims, including victims of sexual assault; aid in disciplinary proceedings; and safeguard the rights of those accused of crimes, including sexual assault.

ARTICLE 2-PARTIES

This MOU is entered into by and between the City of Los Angeles ("City"), acting by and through the Chief of Police of the Los Angeles Police Department (LAPD), and Loyola Marymount University (LMU), acting by and through its Senior Vice President of Administration (the "Parties.") The Parties acknowledge that the unique circumstances of individual cases may give rise to issues not addressed by this MOU, which may necessitate further discussion and agreement.

ARTICLE 3-TERM

The term of this MOU shall commence on December 1, 2016 at 12:01 a.m. and shall expire at 11:59 p.m. on December 31, 2017. Unless written notice is provided by one party to the other of non-extension of this MOU at least thirty (30) days prior to December 31, 2017, this MOU shall be automatically extended for one year terms commencing December 1, 2017, subject to the same terms and conditions as the initial term. The provisions of this MOU shall be reviewed prior to any extension of this agreement beyond December 31, 2018. Notwithstanding the above, either party may terminate this MOU within thirty (30) days written notice as set forth in Article 12 herein.

ARTICLE 4-COMMUNICATION BETWEEN THE PARTIES

4.1 Primary Contact Persons. In order to facilitate prompt and clear communications between LMU and the LAPD, the Parties agree to identify individuals on their respective staffs who shall function as the primary contact persons with respect to the matters contained in this MOU. The primary contact person designated by LMU shall be Hampton N. Cantrell, Chief of Public Safety, or his designee. The

primary contact persons designated by the LAPD shall be _____, _____, or their designee.

4.2 Maps and Boundaries. The Parties shall share LAPD reporting district maps as well as maps depicting the LMU campus and areas which are owned or controlled by LMU, when the property is used for the primary purpose of housing LMU employees, students, faculty or guests; parking vehicles for LMU employees, students, faculty or guests; providing a location for students, faculty, or guests to meet, study, or receive classroom instruction. All maps shall be reviewed and updated when a significant change is made to property owned or controlled by LMU or to relevant local law enforcement reporting sectors. All modified maps shall be shared with the Parties' primary contact persons for this MOU.

4.3 Confidentiality. The information and records shared under this MOU may include information or records permitted to be released under any applicable exception to the protections of the Family Educational Rights and Privacy Act (FERPA), including the Health and Safety Emergency exception. LMU's General Counsel shall be consulted before any FERPA-protected student information is released by LMU to the LAPD to ensure compliance with state and federal privacy laws. All information and records shared pursuant to this MOU shall be treated as confidential and shall be released only with the consent of an entity with requisite authority, or as required by law.

ARTICLE 5-CRIME RESPONSE AND REPORTING

5.1 Investigative Responsibility. The LAPD is primarily responsible for the investigation of all violent crimes defined under Part I of the Federal Bureau of Investigation's (FBI) Uniform Crime Reporting handbook; hate crimes; and sexual assault occurring on the LMU Campus, or on property owned or controlled by LMU as identified in attachment "A" hereto. LMU will provide support to such investigations as needed.

5.2 Collection and Disposal of Evidence. The LAPD shall assist in the collection and processing of evidence in all crimes. Any evidence disposal shall take place by the LAPD protocols.

5.3 In-Progress Crimes. All in-progress crimes reported to LMU shall be reported to the LAPD immediately, regardless of classification.

5.4 LMU Reports to the LAPD. Subject to applicable state law (e.g., regarding victim confidentiality), LMU shall require any report made by a victim or an employee of LMU of any violent crime defined under Part I of the FBI's Uniform Crime Reporting handbook, and any hate crime received by LMU, to be immediately disclosed to the LAPD.

5.5 LAPD Clery Act Obligations. The LAPD shall provide crime statistics as required by the Jeanne Clery Disclosure of campus Security Policy and Campus Crime Statistics Act [20 USC § 1092(f)], as amended, to LMU for crimes (as defined in the FBI Uniform Crime Reporting handbook), including but not limited to sex offenses and hate crimes ("Clery Crimes") that occur on the LMU Campus, or on property owned or controlled by LMU as identified in attachment A.

5.6 Annual Security Report. The LAPD shall provide to LMU statistics relating to Clery Crimes no later than July 1st of each year, for the purpose of gathering comprehensive and accurate statistics for LMU's Annual Fire Safety & Security Reports. The Parties shall keep each other informed about current crime trends and patterns at LMU or on property owned or controlled by LMU as identified in Attachment A, by sharing data and analyses. The LAPD primary contact person shall be engaged in a

community partnership with LMU and LMU's Department of Public Safety. The Parties shall meet regularly to share and discuss this information.

ARTICLE 6- SEXUAL ASSAULT PREVENTION

6.1 Sexual Assault Prevention Programs. The Parties shall cooperate in the delivery of programs aimed at preventing sexual assault, and shall share relevant crime data in furtherance of crime prevention goals. In this connection, LMU and LAPD, as well as LMU and the Rape Treatment Center at Santa Monica-UCLA Medical Center (RTC) have entered into a Memorandum of Understanding dated March 1, 2016 formalizing their commitment to work together to provide trauma-informed services to student victims of sexual violence and to improve the overall response to sexual assault at LMU.

6.2 Outreach. The parties shall engage in outreach and collaborate with LMU and local communities to promote positive working relationships between law enforcement and students, employees and other stakeholders. Outreach may include information made available online through LMU's websites and/or social media; discussions of campus safety and crime prevention during student orientations and new employee orientations; the distribution of materials to inform students, employees and parents about public safety resources on campus and in collaboration with the community, including but not limited to information about how victims of sexual assault, dating and domestic violence, and stalking can get help in both emergency and non-emergency situations. The Parties shall conduct such outreach in a manner that is accessible to people with disabilities or limited English language proficiency.

6.3 Educational Programs. The Parties shall collaborate on educational programs for students and employees (e.g., the sexual assault prevention and awareness programs required by the Clery Act and bystander intervention training) and work with community-based resources and experts, including victims' advocates, to provide these programs.

ARTICLE 7-SEXUAL ASSAULT RESPONSE AND REPORTING

7.1 Responses by LMU Personnel. If an allegation of sexual assault (i.e., sexual misconduct, non-consensual sexual intercourse, or non-consensual sexual contact) is reported to LMU, LMU shall notify the LAPD in accordance with applicable state law(s). Where the sexual assault is reported to an LMU responsible employee or Campus Security Authority (CSA), LMU shall notify the victim of his or her right to file a Title IX complaint with LMU and the procedure for doing so. LMU shall also inform victims of their right to report the sexual assault to law enforcement and shall promptly assist victims who wish to do so.

7.2 Responses by the LAPD. The LAPD shall notify LMU as soon as possible when students of LMU are identified as the victims of, or suspects in, any sexual assaults that occur on or off campus. All such notifications to LMU (which will omit personally identifying information in accordance with the confidentiality provisions of the California Penal Code) shall be documented in police incident reports.

7.3 Responsibilities of Both Parties. Each of the Parties has a responsibility to respond to a reported sexual assault in a manner that facilitates an effective law enforcement and institutional response, as well as appropriate treatment of the individual reporting the sexual assault. This includes ensuring the appropriate preservation of evidence, and determining whether there were related crimes of domestic violence, dating violence, stalking, strangulation and/or witness intimidation.

7.4 Victim Support. With the victim's consent, the Parties shall coordinate referrals for support services for sexual assault victims provided by municipal and other governmental agencies, law enforcement agencies, and community organizations. The Parties shall develop and share protocols setting out their respective responsibilities relating to victim support from the time the sexual assault is reported through resolution of the investigation and any disciplinary or criminal proceedings, as applicable.

7.5 Sexual Assault Response Team. The Parties shall support and participate in the existing interdisciplinary Sexual Assault Response Team (SART). The Parties shall actively participate in SART's system-wide review and discussion of the community's response to sexual assault. The Parties shall publicize information about SART resources to the campus community.

ARTICLE 8-COMMUNICATIONS WITH THE COMMUNITY

8.1 Timely Warnings and Other Notifications. The Parties agree to coordinate the sharing of information about crimes that may pose a serious or ongoing threat to the health or safety of the LMU community, or on property owned or controlled by LMU as identified in Attachment A to facilitate the issuance of Clery Act required timely warnings and emergency notifications. LMU need not obtain the prior approval of the LAPD to issue any warnings and/or notifications. The Parties shall work together to create a system to inform each other about such warnings and/or notifications.

8.2 Community Outreach. The Parties shall work with individuals and organizations, both within LMU and the community at large, having expertise in sexual assault prevention, dating violence, domestic violence and stalking, and response efforts within their respective jurisdictions. As part of this effort, LAPD, LMU and the Rape Treatment Center at Santa Monica-UCLA Medical Center operate pursuant to an existing Memorandum of Understanding dated March 1, 2016.

ARTICLE 9-TRAINING

9.1 Joint Training. The Parties shall conduct regular campus safety trainings, including trainings related to sexual assault, active shooter scenarios, and other emergency response situations. These trainings shall occur at each campus, if needed, on a recurring basis not less than once a year.

9.2 LMU Specific Training. LMU shall provide regular trainings to students and LMU employees on applicable federal and state requirements regarding sexual assault prevention and response, including the Clery Act, Title IX, Title VII, the Safe Streets Act, 42 U.S.C. Section 14141, FERPA, and other confidentiality and privacy statutes and/or policies. These trainings shall highlight campus-based resources, reporting options for victims, the investigation process used in sexual assault cases, and the accommodations that schools can provide to sexual assault victims.

ARTICLE 10-PROVISIONS OF LAW AND SEVERABILITY

The Parties agree that this MOU is subject to all current and future applicable federal, state, and local laws, the City of Los Angeles Charter, and any lawful rules and regulations enacted by independent commission of the City. If any Article, part, or provision of this MOU is in conflict with such applicable provisions of federal, state, or local laws, or the Charter of the City of Los Angeles, or rules and regulations enacted by independent City commissions, or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such Article, part, or provision shall be suspended

and superseded by such applicable law or regulations, and the remainder of this MOU shall not be affected.

ARTICLE 11-MISCELLANEOUS PROVISIONS

11.1 Good Faith. Each Party shall act in good faith to enforce the terms of this MOU. Nothing in this MOU is intended to require any unlawful or unauthorized act by any Party.

11.2 No Cause of Action. No provisions of this MOU shall form the basis of a cause of action at law or equity by any Party against any other Party, nor shall any provision of this MOU form the basis of a cause of action at law or equity against either Party by any third Party. There are no third Party beneficiaries to this agreement.

11.3 Reservation of Right to Disciplinary Action. It is understood that neither Party is the agent of the other; LMU officials, employees, agents and volunteers are not agents of the LAPD; and LAPD officials, employees, agents and volunteers are not agents of LMU. LMU officials retain the sole prerogative and discretion to undertake disciplinary actions or to impose disciplinary sanctions pursuant to the rules and policies of LMU.

11.4 Mutual Indemnification. LMU agrees to defend, indemnify and hold harmless the LAPD, its officers, agents, and employees from and against any and all liability, claims, awards, lawsuits, damages, losses of any kind, and expenses, including but not limited to reasonable attorneys' fees and court costs, arising out of LMU's performance of the MOU, but only in proportion to, and to the extent that, any and all such claims, awards, lawsuits, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and court costs, are caused by or result from the acts or omissions of LMU, its officers, agents or employees.

The LAPD agrees to defend, indemnify and hold harmless LMU, its officers, agents, and employees from and against any and all liability, claims, awards, lawsuits, damages, losses of any kind, and expenses, including but not limited to reasonable attorneys' fees and court costs, arising out of the LAPD's performance of the MOU, but only in proportion to, and to the extent that, any and all such claims, awards, lawsuits, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and court costs, are caused by or result from the acts or omissions of the LAPD, its officers, agents or employees.

11.5 Publication. This agreement shall be made available in its entirety on a publicly accessible page on LMU's website as soon as practicable.

ARTICLE 12-NOTICE

Written notices to the City of Los Angeles, the Chief of Police, and to the City Attorney of the City of Los Angeles shall be given by registered or certified mail, postage prepaid and addressed to said parties at Los Angeles City Hall, 200 North Spring Street, Los Angeles, California, 90012, or to such other addressee as these parties may designate by written notice to LMU. Written notices to LMU shall be given by registered or certified mail, postage prepaid, and addressed to the Senior Vice President Administration, Loyola Marymount University, 1 LMU Drive, Los Angeles, California, 90045, or to such other addressee as LMU may designate by written notice to the LAPD. Notwithstanding the foregoing, all notices may be delivered personally to the Chief of Police, the Office of the City Attorney, or Loyola Marymount University.

ARTICLE 13-STATEMENT OF AGREEMENT

The undersigned, acting as legal representatives of the Los Angeles Police Department and Loyola Marymount University, hereby agree to the terms and conditions of the foregoing Memorandum of Understanding.

LOS ANGELES POLICE DEPARTMENT



Charlie Beck, Chief of Police

Date 12-7-16

LOYOLA MARYMOUNT UNIVERSITY



Thomas O. Fleming, Jr., Senior Vice
President and Chief Financial Officer

Date 11/1/16

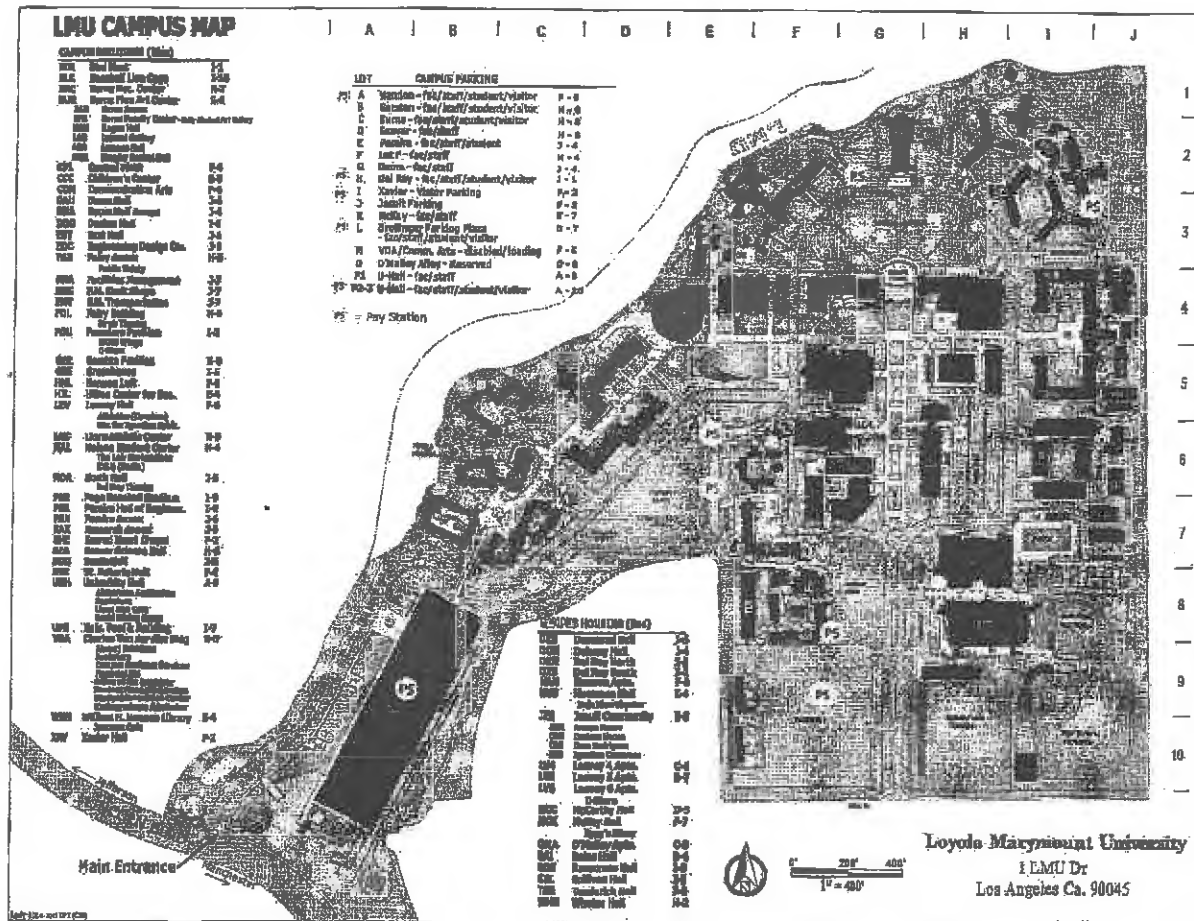
LOYOLA MARYMOUNT UNIVERSITY



Hampton N. Cantrell
Chief of Public Safety

Date 11/21/2016

Patrol and Response Boundaries



LOYOLA MARYMOUNT UNIVERSITY LAW SCHOOL CAMPUS

